

# CONFIDENTIALITY AGREEMENT

The undersigned individual (hereinafter referred to as "Prospect"), on behalf of himself/herself and any persons or entities the Prospect represents, or of which the Prospect is an owner or employee, in consideration of Prakas & Company (hereinafter referred to as "PC") agreeing to provide "Confidential Information" on the various subject businesses and/or properties identified on Exhibit A (attached hereto and made a part hereof), hereby agrees as follows:

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## 1. Definition of Confidential Information

The term "Confidential Information" refers to any and all non-public information regarding a business or property disclosed by PC, including but not limited to:

- Financial information (e.g., financial statements, tax returns, rent rolls)
  - Business plans, proprietary data, records, client names, and addresses
  - The fact that a business or property is for sale or lease
  - Lease agreements, sales contracts, or other sensitive business documents
  - Any verbal or written communications, including those delivered in person, by phone, email, or other forms
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## 2. Confidential Contact

The term "Confidential Contact" refers to any person, entity, or property disclosed to the Recipient in Exhibit A or any revised version of Exhibit A. PC shall have the right to revise Exhibit A and provide it to the Recipient at any time. The Recipient agrees that receiving such a revision binds the Recipient to this Agreement unless the Recipient objects in writing within 48 hours of receipt.

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## 3. Enforceability

This Agreement shall protect both PC and the owner of any business or property whose Confidential Information is disclosed to the Recipient. Either party may enforce the terms of this Agreement against the Recipient.

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#### **4. Non-Disclosure**

Recipient agrees not to disclose, directly or indirectly, any Confidential Information to any third party without the prior written consent of PC. Disclosure is only allowed to individuals (partners, employees, agents) directly involved in the evaluation of the transaction, provided they are also bound by the terms of this Agreement.

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#### **5. Non-Disclosure of Representation**

If Recipient is a real estate broker, agent, or representative, Recipient agrees to fully disclose their representation status in writing before signing this Agreement. Any real estate broker or agent signing this Agreement without clearly stating their representation status will forfeit the right to represent a buyer after receiving Confidential Information.

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#### **6. Broker Representation and Fees**

The Recipient acknowledges that PC may represent businesses or properties under a variety of listing types, including but not limited to exclusive listings or pocket listings. The Recipient agrees that the terms of this Agreement remain enforceable regardless of listing type.

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#### **7. Third-Party Broker Disclosure & Commission Waiver**

If the Recipient is represented by a third-party real estate broker, agent, or consultant, such representation must be disclosed to Prakas & Co. in writing before any Confidential Information is disclosed. Failure to disclose such representation prior to the receipt of Confidential Information shall constitute a waiver of any right to commission or compensation by the Recipient's broker in connection with the transaction.

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#### **8. Fees & Commission – Clarification of Buyer Obligations**

Prakas & Co. is retained by and represents the Seller in connection with the subject transaction and is compensated by the Seller pursuant to a separate listing agreement.

The Recipient (Buyer/Prospect) shall have **no obligation whatsoever** to pay any brokerage fee or commission to Prakas & Co. in the event a transaction is consummated with the Seller through Prakas & Co. or with Prakas & Co. participating in the transaction.

The Recipient shall only become liable for a commission **if and only if**:

- a) The Recipient receives Confidential Information from Prakas & Co.; and
- b) The Recipient directly or indirectly contacts, negotiates with, or enters into a transaction with the Seller or any Confidential Contact; and
- c) Such transaction is completed **without the participation of Prakas & Co.**, during the term of Prakas & Co.'s listing agreement with the Seller or within twenty four (24) months thereafter.

In such event only, the Recipient agrees that Prakas & Co. shall be entitled to its full commission as set forth in the Seller's listing agreement, and the Recipient shall be jointly responsible for payment of such commission to Prakas & Co.

This provision is intended solely to prevent the circumvention of Prakas & Co. after the disclosure of confidential information and shall not be interpreted as requiring the Recipient to pay any commission in a properly conducted transaction.

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## 9. Prohibited Communication

The Recipient agrees not to communicate, directly or indirectly, with any Confidential Contact, or any employees or agents of any Confidential Contact, without the written consent of PC. Any unauthorized contact will be considered a material breach of this Agreement.

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## 10. No Warranty of Accuracy

PC does not warrant the completeness or accuracy of any Confidential Information provided. Recipient acknowledges that they must perform their own due diligence in evaluating the business or property.

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## 11. Limitation of Use

Recipient agrees that the Confidential Information is provided solely for the purpose of evaluating a potential transaction with the business or property and that it shall not be used for any other purpose, including but not limited to shopping the listing to other buyers, competitors, or unauthorized third parties.

## 12. Term and Renewal Period

This Agreement shall remain in effect for one year from the date it is signed and shall automatically renew upon the receipt of any revised Exhibit A. The obligations of confidentiality shall survive termination for an additional period of five (5) years.

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## 13. Dispute Resolution

Any disputes related to this Agreement shall be resolved by arbitration in Palm Beach County, Florida, in accordance with the rules and regulations of the American Arbitration Association. Should either party be the prevailing party in arbitration, the losing party shall be responsible for paying all attorney's fees and related costs.

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**IN WITNESS WHEREOF, the undersigned have executed this confidentiality agreement as of the date first written above.**

### Prakas & Co.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Recipient

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

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Buyer / Investor / Operator

Real Estate Broker / Agent / Representative

Please briefly describe your role and interest in this opportunity:

## Exhibit A

NAME OF BUSINESS OR PROPERTY | DESCRIPTION | DATE

1. \_\_\_\_\_ | \_\_\_\_\_
2. \_\_\_\_\_ | \_\_\_\_\_
3. \_\_\_\_\_ | \_\_\_\_\_
4. \_\_\_\_\_ | \_\_\_\_\_
5. \_\_\_\_\_ | \_\_\_\_\_
6. \_\_\_\_\_ | \_\_\_\_\_